

SENATE BILL No. 368

DIGEST OF INTRODUCED BILL

Citations Affected: IC 20-6.1-4; IC 20-7.5-1-12.

Synopsis: Teacher contracts. Requires a school corporation to take action not later than June 1: (1) to cancel an indefinite contract with a permanent or semi-permanent teacher; or (2) to refuse to renew a contract with a nonpermanent teacher, a superintendent, an assistant superintendent, a principal, or an assistant principal. Limits language in the teachers' collective bargaining law that prohibits a school employer from unilaterally changing the terms and conditions of employment (if no agreement on those terms and conditions has been reached 14 days before the school employer submits a budget) to items that must be bargained collectively.

Effective: July 1, 2005.

Kenley

January 11, 2005, read first time and referred to Committee on Education and Career Development.

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First Regular Session 114th General Assembly (2005)

PRINTING CODE. Amendments: Whenever an existing statute (or a section of the Indiana Constitution) is being amended, the text of the existing provision will appear in this style type, additions will appear in **this style type**, and deletions will appear in ~~this style type~~.

Additions: Whenever a new statutory provision is being enacted (or a new constitutional provision adopted), the text of the new provision will appear in **this style type**. Also, the word **NEW** will appear in that style type in the introductory clause of each SECTION that adds a new provision to the Indiana Code or the Indiana Constitution.

Conflict reconciliation: Text in a statute in *this style type* or ~~this style type~~ reconciles conflicts between statutes enacted by the 2004 Regular Session of the General Assembly.

SENATE BILL No. 368

A BILL FOR AN ACT to amend the Indiana Code concerning education.

Be it enacted by the General Assembly of the State of Indiana:

SECTION 1. IC 20-6.1-4-10 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2005]: Sec. 10. (a) An indefinite contract with a permanent teacher may be canceled in the manner specified in section 11 of this chapter only for one (1) or more of the following grounds:

- (1) Immorality.
- (2) Insubordination, which means a willful refusal to obey the state school laws or reasonable rules prescribed for the government of the school corporation.
- (3) Neglect of duty.
- (4) Incompetency.
- (5) Justifiable decrease in the number of teaching positions.
- (6) A conviction for an offense listed in IC 20-6.1-3-7(d).
- (7) Other good and just cause.

When the cause of cancellation is ground (1), (2), or (6), the cancellation is effective immediately. When the cause of cancellation is ground (3), (4), (5), or (7), the **school corporation must consider**



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1 **and vote on the cancellation not later than June 1 each year, and**
 2 **the cancellation** is effective at the end of the school term following the
 3 cancellation.

4 (b) An indefinite contract may not be canceled for political or
 5 personal reasons.

6 SECTION 2. IC 20-6.1-4-10.5 IS AMENDED TO READ AS
 7 FOLLOWS [EFFECTIVE JULY 1, 2005]: Sec. 10.5. (a) An indefinite
 8 contract with a semipermanent teacher may be canceled in the manner
 9 specified in section 11 of this chapter only for one (1) or more of the
 10 following grounds:

11 (1) Immorality.

12 (2) Insubordination, which means a willful refusal to obey the
 13 state school laws or reasonable rules prescribed for the
 14 government of the school corporation.

15 (3) Neglect of duty.

16 (4) Substantial inability to perform teaching duties.

17 (5) Justifiable decrease in the number of teaching positions.

18 (6) Good and just cause.

19 (7) The cancellation is in the best interest of the school
 20 corporation.

21 (8) A conviction for an offense listed in IC 20-6.1-3-7(d).

22 (b) An indefinite contract with a semipermanent teacher may not be
 23 canceled for political or personal reasons.

24 (c) Before the cancellation of a semipermanent teacher's indefinite
 25 contract, the principal of the school at which the teacher teaches shall
 26 provide the teacher with a written evaluation of the teacher's
 27 performance before January 1 of each year. Upon the request of a
 28 semipermanent teacher, delivered in writing to the principal within
 29 thirty (30) days after the teacher receives the evaluation required by
 30 this section, the principal shall provide the teacher with an additional
 31 written evaluation.

32 **(d) When the cancellation of a semipermanent teacher's**
 33 **indefinite contract is a ground listed in subsection (a)(1), (a)(2), or**
 34 **(a)(8), the cancellation is effective immediately after the school**
 35 **corporation's vote on the contract.**

36 **(e) When the cancellation of a semipermanent teacher's**
 37 **indefinite contract is a ground listed in subsection (a)(3), (a)(4),**
 38 **(a)(5), (a)(6), or (a)(7), the school corporation must consider and**
 39 **vote on the cancellation not later than June 1 each year, and the**
 40 **cancellation is effective at the end of the school term following the**
 41 **cancellation.**

42 SECTION 3. IC 20-6.1-4-14 IS AMENDED TO READ AS

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FOLLOWS [EFFECTIVE JULY 1, 2005]: Sec. 14. (a) Each contract entered into by a nonpermanent teacher and a school corporation continues in force on the same terms and for the same wages, unless increased by IC 20-6.1-5-1, for the next school term following the date of termination set in the contract. However, the contract does not continue if any of the following occur:

(1) The school corporation refuses continuation of the contract in accordance with subsections (b) and (c).

(2) The teacher delivers or mails by registered or certified mail to the school corporation the teacher's written resignation.

(3) The contract is replaced by another contract agreed to by the parties.

(b) Before a teacher is refused continuation of the contract under subsection (a), the teacher has the following rights, which shall be strictly construed:

(1) The principal of the school at which the teacher teaches shall provide the teacher with an annual written evaluation of the teacher's performance before January 1 of each year. Upon the request of a nonpermanent teacher, delivered in writing to the principal within thirty (30) days after the teacher receives the evaluation required by this section, the principal shall provide the teacher with an additional written evaluation.

(2) ~~On or before May 1,~~ **Not later than June 1,** the school corporation shall notify the teacher that the governing body will consider nonrenewal of the contract for the next school term. This notification must be:

(A) written; and

(B) delivered in person or mailed by registered or certified mail to the teacher at the teacher's last known address.

(3) Upon the request of the teacher, and within fifteen (15) days of the receipt of the notice of the consideration of contract nonrenewal, the governing body or the superintendent of the school corporation shall provide the teacher with a written statement which may be developed in an executive session and which is not a public document, giving the reasons for the noncontinuation of the teacher's contract.

(c) A conference shall be held with the governing body, or at the direction of the governing body, with the superintendent or the superintendent's designee, not more than ten (10) days following the day the governing body receives the request. If the first conference is not with the governing body, the teacher may request a second conference, which shall be held with the governing body at a time

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1 mutually agreeable to both parties and not more than twenty (20) days
 2 following the day the governing body receives the request for a second
 3 conference, or before the end of the school year, whichever is earlier.

4 (d) The governing body may, in addition to a conference, require
 5 that the superintendent or the superintendent's designee and the teacher
 6 summarize in writing the position of each party with respect to the
 7 continuation of the contract.

8 (e) At any conference:

9 (1) the governing body, the superintendent, or the superintendent's
 10 designee shall provide full and complete information supporting
 11 the reasons given for noncontinuance; and

12 (2) the teacher shall provide any information demonstrating that
 13 noncontinuance of the contract is improper.

14 (f) The conference with the governing body shall be in executive
 15 session unless the teacher requests a public conference. The teacher
 16 may have a representative at any conference.

17 (g) The governing body shall vote on the continuation of the
 18 teacher's contract not more than ten (10) days after the conference.

19 (h) The time periods set out in subsection (c) shall be extended for
 20 a reasonable period:

21 (1) when a teacher or school official is ill or absent from the
 22 school corporation;

23 (2) when the teacher requests a public conference, but a public
 24 conference held within the time periods of subsection (c) violates
 25 IC 5-14-1.5-5; or

26 (3) for other reasonable cause.

27 (i) The governing body of a school corporation may decide not to
 28 continue a teacher's contract under this section:

29 (1) for any reason considered relevant to the school corporation's
 30 interest; or

31 (2) because of a teacher's inability to perform the teacher's
 32 teaching duties.

33 SECTION 4. IC 20-6.1-4-17.2 IS AMENDED TO READ AS
 34 FOLLOWS [EFFECTIVE JULY 1, 2005]: Sec. 17.2. (a) ~~By February~~
 35 **† Not later than June 1** of the year during which the contract of an
 36 assistant superintendent, a principal, or an assistant principal is due to
 37 expire, the governing body of the school corporation or an employee at
 38 the direction of the governing body shall give written notice of renewal
 39 or refusal to renew the individual's contract for the ensuing school year.

40 (b) If no notice is given ~~by February~~ **† before June 2** of the year
 41 during which the contract is due to expire, the contract then in force
 42 shall be reinstated only for the ensuing school year.

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(c) Nothing in this section prevents the modification or termination of a contract by mutual agreement of the assistant superintendent, the principal, or the assistant principal and the governing body.

SECTION 5. IC 20-6.1-4-19 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2005]: Sec. 19. ~~Superintendent Contract Termination~~. A superintendent's contract terminates on the following dates and under the following conditions only:

(1) on any date, if the governing body and the superintendent mutually consent;

(2) before the expiration date, if the governing body terminates the contract for cause as provided by any statute stipulating cause for dismissal of teachers; however, the governing body must give the superintendent proper notice and, if ~~he~~ **the superintendent** requests a hearing at least ten (10) days before the termination, must grant ~~him~~ **the superintendent** a hearing before the governing body in official meeting;

(3) on the expiration date, if the governing body ~~before or on January 1~~ **not later than June 1** of the year in which the contract is to expire gives notice to the superintendent in writing delivered in person or by registered mail; or

(4) on the expiration date, if the superintendent ~~before or on January 1~~ **not later than June 1** of the year in which the contract is to expire gives proper notice in writing to the governing body.

SECTION 6. IC 20-7.5-1-12 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2005]: Sec. 12. ~~Time Table for Coordination of Bargaining with the School Corporation Budget Requirements~~. (a) Bargaining collectively between a school corporation and the exclusive representative shall begin on or before one hundred eighty (180) days prior to the submission of a budget by a school employer (herein referred to as the "submission date") which, for the purpose of this chapter, shall be the first date for the legal notice and publication for such budget as provided in IC 6-1.1-17-3.

(b) At any time after such one hundred eighty (180) days has begun, the board shall appoint a mediator if either party declares an impasse either in the scope of the items which are to be bargained collectively or on the substance of any item to be bargained collectively. If after five (5) days the mediator is unsuccessful in finding a solution to the problems or in causing the parties to reach agreement, either party may request the board to initiate factfinding on the items which the parties are obligated to bargain collectively.

(c) If no agreement has been reached on the items to be bargained collectively seventy-five (75) days prior to the submission date, the

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1 board shall initiate mediation.

2 (d) If no agreement has been reached on the items to be bargained
3 collectively forty-five (45) days prior to the submission date, the board
4 shall initiate factfinding.

5 (e) If no agreement has been reached on the items to be bargained
6 collectively fourteen (14) days prior to the submission date, the parties
7 shall continue the status quo **only for the items that must be**
8 **bargained collectively under section 4 of this chapter**, and the
9 employer may issue tentative individual contracts and prepare its
10 budget based thereon. During this status quo period in order to permit
11 the successful resolution of the dispute, the employer may not
12 unilaterally change the ~~terms or conditions of employment that are~~
13 issues in dispute **that are items that must be bargained collectively**
14 **under section 4 of this chapter**. Nothing in this subsection, however,
15 shall be construed as relieving the school employer or the school
16 employee organization from the duty to bargain collectively until a
17 mutual agreement has been reached, and a contract entered as called
18 for in section 3 of this chapter.

19 (f) Nothing shall prevent either party from requesting mediation or
20 factfinding at any time after such one hundred eighty (180) days on
21 items which must be bargained collectively under section 4 of this
22 chapter, or prevent the parties acting together to request mediation or
23 factfinding on any items which must be bargained collectively under
24 section 4 of this chapter.

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